

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA**

JAMES PELTIER,

Plaintiff,

v.

TIARA-PURSUIT YACHT CENTERS;
CENTERPOINTE YACHT SERVICES, LLC,

Defendants.

*
*
*
*
*
*
*
*
*

Case No.: CV-2013-0075

In Admiralty

COMPLAINT UNDER GENERAL MARITIME LAW

COMES NOW, Plaintiff, James Peltier, and hereby complains against Defendants, Tiara-Pursuit Yacht Center and Centerpointe Yacht Services, LLC., as follows:

PARTIES, JURISDICTION and VENUE

1. Plaintiff, James Peltier, is an adult resident citizen of Inver Grove Heights, Minnesota.
2. Plaintiff, James Peltier currently resides in Mobile County, Alabama on his Voyager 460 Carver motor vessel. This vessel is docked in Dog River Marina which is located in Mobile County.
3. Defendant, Tiara Pursuit Yacht Center is and was, at all times material hereto, a business engaging in maritime brokerage, located in Sturgeon Bay Wisconsin. At all times relevant to this complaint the Defendant was engaging in business in the State of Alabama.
4. Defendant, Centerpointe Yacht Services, LLC, is and was, at all times material hereto, a Wisconsin Corporation operating a marina and marine repair business located in

Milwaukee, Wisconsin. At all times relevant to this complaint the Defendant was engaging in business in the State of Alabama.

5. The Court has jurisdiction over this action and the parties based on admiralty jurisdiction, 28 U.S.C. § 1333, 28 U.S.C. 1332, and this is a maritime action within the meaning of Rule 9(h), Fed. R. Civ. P.

CAUSES OF ACTION

BREACH OF MARITIME CONTRACT

6. On April 13, 2011, the Defendant Tiara Pursuit Yacht Center and Plaintiff entered into a Purchase agreement wherein the Defendant was broker, listing and buying agency.

7. This Purchase Agreement was for the purchase of a 2003 46 foot Carver Motor Yacht. The seller was listed as Mark Glime and the buyer was Plaintiff James Peltier.

8. Pursuant to the terms of the Purchasing Agreement, the Plaintiff had \$30,000.00 placed in Defendant Tiara Pursuit Yacht Center's escrow account.

9. Pursuant to the terms of the Purchasing Agreement, the closing date for the sale of the subject vessel was to be April 25, 2011. The Plaintiff complied with this term and wrote a check for the balance of the purchase price (\$270,000). This check was made payable to Defendant Centerpointe Yacht Services.

10. The Plaintiff and Defendant Tiara Pursuit Yacht Center agreed, pursuant to the purchase agreement as "Exhibit A" to this Complaint, that the vessel was to be titled in the Plaintiff's name following the closing date established as April, 25, 2011. Defendant Tiara Pursuit Yacht Center was to facilitate this process with the Seller of the vessel. Defendant Tiara

Pursuit Yacht Center failed to produce the proper paperwork required for the transfer of title of the subject vessel.

11. Defendant Tiara Pursuit Yacht Center breached the terms of the purchase agreement by delaying the transfer of title for several months. A Bill of Sale was not even generated until July, 11 2011. It was necessary to have a Bill of Sale in order to transfer title.

12. As a result of the above breach of the terms of the purchase agreement, the Plaintiff did not come into possession of the vessel until September of 2011. This resulted in the vessel being stored at Defendant Centerpointe Yacht Service's marina for 109 days.

WHEREFORE, the Plaintiff, James Peltier, demands compensatory damages and costs, expenses, and all other damages this Honorable Court deems proper against Defendant Tiara Pursuit Yacht Center for breach of contract.

FRAUDULENT SUPPRESSION

13. The Plaintiff refers to and incorporates by reference all preceding paragraphs as if fully set forth herein.

14. Soon after the execution of the abovementioned Purchase Agreement, Defendant Tiara Pursuit Yacht Center had the Plaintiff's vessel transferred from Green Bay's Southern Marina to Defendant Centerpointe Yacht Service's marina.

15. The Plaintiff never agreed nor consented to have the vessel moved to Defendant Centerpointe Yacht Service's marina. Defendant Tiara Pursuit Yacht Center purposely withheld information from the Plaintiff in an active conspiracy with Defendant Centerpointe Yacht Service's in order to extort money out of the Plaintiff.

16. Pursuant to the terms of the purchase agreement, the Defendant Tiara Pursuit Yacht Center, as broker, had a duty to maintain custody of the vessel. Once the balance of the purchase amount had been paid by the Plaintiff, Defendant Tiara Pursuit Yacht Center had a duty to disclose the location and status of the vessel.

17. Defendant Tiara Pursuit Yacht Center intentionally breached their duty to the Plaintiff by failing to advise him that the vessel was moved to Centerpointe Yacht Service's marina, where a \$100.00 a day dockage fee would be charged to the Plaintiff.

18. Due to Defendant Tiara Pursuit Yacht Center's actions, Plaintiff incurred a \$10,900.00 dockage fee.

19. When the Plaintiff finally learned of the location of the vessel and attempted to remove his vessel from Centerpointe Yacht Service's Marina he was detained by the US Coast Guard.

20. On September 27, 2011 Centerpointe Yacht Services filed lien paperwork with the US Coast Guard. Again, this information was purposely withheld from the Plaintiff so he would be detained by the US Coast Guard when he removed the vessel from Centerpointe's marina.

WHEREFORE, the Plaintiff, James Peltier, demands compensatory damages and costs and expenses, and all other damages this Honorable Court deems proper against Defendants Tiara Pursuit Yacht Center and Centerpointe Yacht Services, LLC for fraudulent suppression.

FRAUDULENT MISREPRESENTATION

21. The Plaintiff refers to and incorporates by reference all preceding paragraphs as if fully set forth herein.

22. Defendant Centerpointe Yacht Services, LLC made a fraudulent representation to the Plaintiff and to the US Coast Guard on September 27, 2011 when they stated that Plaintiff had an \$11,879.30 lien for dockage fees for the 109 days the subject vessel was docked at their marina.

23. As a result of this misrepresentation, the Plaintiff was detained by the US Coast Guard when he moved his vessel from the Defendant's marina on that day.

WHEREFORE, the Plaintiff, James Peltier, demands compensatory damages and costs and expenses, and all other damages this Honorable Court deems proper against Defendant Centerpointe Yacht Services, LLC for fraudulent misrepresentation.

DAMAGES

24. All allegations contained in the previous paragraphs are realleged herein.

25. To date, Plaintiff has had to pay over \$10,000.00 in legal fees to enforce the terms of his purchase agreement with Defendant Tiara Pursuit Yacht Center.

26. Plaintiff lost the enjoyment of his vessel for over five months.

27. Plaintiff incurred over \$11,000.00 of dockage fees.

28. Plaintiff was wrongly detained by the US Coast Guard.

WHEREFORE, THE PREMISES CONSIDERED, Plaintiff prays as follows: Plaintiff demands judgment against the Defendants jointly and severally for general damages, special damages, for his costs expended therein, for pre-judgment interest and post judgment interest on

the judgment at the rate allowed by law, and for such other and further relief, both at law and in equity, to which Plaintiff may show himself justly entitled. Further, that the Plaintiff has and receive such other, different and further relief as justice and equity may require.

Respectfully Submitted:

s/Dwain C. Denniston, Jr.

DWAIN C. DENNISTON, JR. (DEN 027)

Post Office Box 1268

Mobile, Alabama 36633

Telephone: (251) 725-9648

Facsimile: (251) 298-8502

dd@rdfirm.com.

Attorney for Plaintiff

DEFENDANTS MAY BE SERVED AS FOLLOWS:

TIARA-PURSUIT YACHT CENTER
222 South First Ave
Sturgeon Bay, WI 54235

[VIA CERTIFIED MAIL]

CENTERPOINTE YACHT SERVICES, LLC,
215 Quincy Street
Sturgeon Bay, WI 54235

[VIA CERTIFIED MAIL]